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MICHAEL RODAK, JR.

No. 80-857 Misc.

IN THE

Supreme Court of the United States

OCTOBER TERM, 1980

PATRICIA McQUEENEY,
Petitioner,

v.

MAX GLENN, as an individual and as Superintendent of the Greenfield-Central Community School Corporation, and GREENFIELD-CENTRAL COMMUNITY SCHOOL CORPORATION,
Respondents.

On Writ of Certiorari to the Indiana Supreme Court

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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STATEMENT OF THE CASE

The Respondents, Max Glenn (hereinafter referred to as "Dr. Glenn") and the Greenfield-Central Community

School Corporation (hereinafter referred to as "Greenfield-Central"), submit that the Statement of the Case contained in the Petition for Writ of Certiorari to the Supreme Court of Indiana filed by the Petitioner is incomplete in that facts which support the position of Dr. Glenn and Greenfield-Central and the rulings of the Trial Judge, the Indiana Court of Appeals and the Indiana Supreme Court, have been omitted.

The following statements of fact are taken directly from the Findings of Fact entered by the trial court in this cause. See Appendix "A".

The Petitioner (hereinafter referred to as "Mrs. McQueeney"), was employed for several years as secretary to Keith Davis, then the Assistant Superintendent of Schools of Greenfield-Central.

In July of 1975, Dr. Glenn was appointed Superintendent of Schools for Greenfield-Central and his office was in the "central office", as was the office of Keith Davis, the Assistant Superintendent, and Mrs. McQueeney, a secretary in the central office.

Friction or problems developed in the relationship between Dr. Glenn and Keith Davis during the spring school semester of 1976. Mrs. McQueeney observed this friction and observed the problems developing between the two men and she was upset with Dr. Glenn for what she considered to be the unprofessional and ill treatment of Keith Davis by Dr. Glenn.

In the spring of 1976, Dr. Glenn told the Greenfield-Central Board of School Trustees, (hereinafter referred to as "School Board"), that it was his opinion Keith Davis should be transferred to one of the elementary schools in the Greenfield-Central system and in June of 1976, the School Board transferred Keith Davis pursuant to this recommendation.

Mrs. McQueeney was bitter about this transfer or demotion of Keith Davis and this bitterness was apparent in

the fall of 1976 when Mrs. McQueeney returned to her secretarial position in the central office. Mrs. McQueeney was loyal to, fond of and had great respect for Keith Davis and when she returned to work in the fall semester of 1976, her attitude toward Dr. Glenn had changed. Mrs. McQueeney did the work assigned to her adequately during this time but she displayed bitterness toward Dr. Glenn. Problems or friction in the working relationship between Dr. Glenn and Mrs. McQueeney began to develop during this time; the fall semester of 1976. The bitterness which Mrs. McQueeney felt as a result of the demotion of Keith Davis affected the working relationship between herself and Dr. Glenn and a coolness developed in the relationship and this coolness gradually got worse as time went on.

Mrs. McQueeney's husband, Jack McQueeney, filed for election to the School Board in September of 1976, was elected in November of 1976 and took office on July 1, 1977. Jack McQueeney made no public statements critical of Dr. Glenn during the fall semester or until he took office in June of 1977.

After Jack McQueeney assumed his position on the School Board in July of 1977, the full Board met and at that meeting all of the board members, except Jack McQueeney, told Dr. Glenn that it was their opinion that Mrs. McQueeney should not remain employed in the same office as Dr. Glenn and those four board members instructed or told Dr. Glenn that he had jurisdiction of the matter and he should deal with it as he saw fit.

In September of 1977, Dr. Glenn attempted to have Mrs. McQueeney transferred out of the central office to an elementary school in the Greenfield-Central system. Mrs. McQueeney refused to be transferred and she told her husband, Jack McQueeney, then a board member, about the requested transfer and Jack McQueeney arranged a meeting between himself and Dr. Glenn that day. At that meeting, Jack McQueeney told Dr. Glenn his desire or

opinion that Mrs. McQueeney should not be transferred out of the central office.

The relationship between Dr. Glenn and Mrs. McQueeney deteriorated further and adversely affected the working atmosphere in the central office and in March of 1978, Dr. Glenn told the members of the School Board that, unless there was any objection, he intended to move Mrs. McQueeney out of the central office. Only Jack McQueeney objected.

On March 3, 1978, Dr. Glenn, in the presence of the Assistant Superintendent, informed Mrs. McQueeney that her job in the central office was terminated and that she could turn in her keys at that time or take a two week vacation, during which time a transfer to one of the schools would be explored.

Mrs. McQueeney opted to turn in her keys and did so by having her husband deliver them to Dr. Glenn on March 6, 1978.

SUMMARY OF ARGUMENT

The Petition for Writ of Certiorari should be denied because it does not present special or important reasons necessary for the granting of such a petition.

The findings of the trial court indicate first that Mrs. McQueeney was not fired from employment with Greenfield-Central. She was moved out of the central office and was offered a transfer to a school in the system. She refused the transfer and turned in her keys.

Further, the trial court's findings also demonstrate that she was not moved out of the central office in retaliation for any constitutionally protected activity. The findings of the trial court show that Mrs. McQueeney was bitter and angry and had a poor attitude all of which caused the underlying problem between her and Dr. Glenn.

There were no infringements of constitutional rights in this case and there certainly are no special or important reasons for this Court to grant the Petition for Writ of Certiorari and Respondents urge it be denied.

ARGUMENT

THE PETITION FOR WRIT OF CERTIORARI TO THE SUPREME COURT OF INDIANA SHOULD BE DENIED BECAUSE THERE ARE NO SPECIAL NOR IMPORTANT REASONS FOR IT TO BE GRANTED. MRS. McQUEENEY'S TRANSFER FROM THE CENTRAL OFFICE WAS THE RESULT OF A DETERIORATING PERSONAL RELATIONSHIP BETWEEN HERSELF AND THE SUPERINTENDENT OF SCHOOLS, DR. GLENN, WHICH DETERIORATION WAS CAUSED BY HER OWN BITTERNESS OVER THE DEMOTION OF A FORMER EMPLOYER.

As Provided by Rule 17 of the Rules of the Supreme Court of the United States, a "review on writ of certoriari is not a matter of right, but of judicial discretion, and will be granted only when there are special and important reasons therefore". In interpretting "special and important reasons", this Court has stated that such reasons "imply a reach to a problem beyond the academic or the episodic". *Rice v. Sioux City Memorial Park Cemetery*, 349 U.S. 70 (1955).

There are no substantial Federal issues in this case because the trial court chose to believe the evidence which tended to prove that Mrs. McQueeney was transferred from the central office, not because of any constitutionally impermissible reason, but because of the deteriorating personal relationship between Mrs. McQueeney and Dr. Glenn. The trial court also chose to believe that evidence which tended to prove that the deterioration in this relationship was the result of the bitterness and anger that Mrs. McQueeney felt when her long time employer and friend, Keith Davis, was demoted; transferred from the central office to one of the grade schools. Keith Davis subsequently resigned.

Mrs. McQueeney was loyal to and fond of Keith Davis and when she came back to the central office to resume her secretarial duties in the fall, her attitude toward Dr. Glenn had changed. The trial court specifically chose to believe the evidence which indicated that the change in the relationship between Dr. Glenn and Mrs. McQueeney was directly related to her bitterness over the demotion of Keith Davis. The trial court also chose to believe that evidence which tended to prove that this deteriorating relationship gradually got worse until it affected the work in the central office. The trial court did not find Mrs. McQueeney was transferred from the central office in "retaliation" to anything that her husband, Jack McQueeney, said publicly. Obviously, the criticisms of Dr. Glenn by Jack McQueeney did not improve the relationship between Dr. Glenn and Mrs. McQueeney but the Court specifically found, and the evidence showed, that the problems in the relationship developed long before Jack McQueeney made any critical statements of Dr. Glenn.

Four of the five Board members who took office or were in office in July of 1977, instructed Dr. Glenn that it was their opinion that Mrs. McQueeney should not work in the central office with Dr. Glenn because of the bad relationship between the two of them. Only Jack McQueeney disagreed with this. Those same four Board members further told Dr. Glenn that he should handle the situation as he saw fit.

In September of 1977, Dr. Glenn instructed the Assistant Superintendent to meet with Mrs. McQueeney and inform her that it was necessary that she be transferred to Harris Elementary School in the Greenfield-Central system.

The evidence was clear and the trial court found that Mrs. McQueeney refused to be transferred from the central office. Further, immediately after the meeting at which the transfer was discussed, Jack McQueeney, then a board member, arranged a meeting between himself and Dr. Glenn and instructed Dr. Glenn that it was his desire or

opinion that his wife should not be transferred out of the central office.

The situation was tolerated until March of 1978 at which time Dr. Glenn informed the Board members that unless they had any objection, he was going to move Mrs. McQueeney out of the central office. Only Jack McQueeney objected.

The next day, Dr. Glenn met with Mrs. McQueeney and in the presence of the Assistant Superintendent informed Mrs. McQueeney that her secretarial position in the central office was terminated and that she could turn in her keys at that time or take a two week vacation during which time a transfer to one of the other schools in the system would be explored.

As she had previously and consistently, Mrs. McQueeney refused a transfer and she opted to turn in her keys and did so by having her husband deliver them to Max Glenn on March 6, 1978.

The issues which counsel for Mrs. McQueeney raises by the Petition for Writ of Certiorari depend upon a factual basis which simply was not found by the trial court. The trial court specifically concluded as a matter of law that the discharge of Mrs. McQueeney from her job in the central office "was not motivated by any constitutionally impermissible consideration or reason, nor was her discharge in violation of any statutory common law, or contractual right". Courts' Findings of Fact, Conclusions of Law and Judgment Denying Injunction, Appendix "A".

Mrs. McQueeney has consistently during this long appellate process ignored the basic findings of fact of the trial court to the affect that Mrs. McQueeney was bitter over the demotion of her former immediate supervisor and she displayed this bitterness to Dr. Glenn. As a result, their relationship deteriorated to a point where it was affecting the working relationship in the central office.

The trial court found, in effect, that Mrs. McQueeney was moved out of the central office in spite of what her husband, a School Board member, was saying, not because of what he said.

CONCLUSION

The Respondents respectfully request that the Court deny the Petition for Writ of Certiorari to the Supreme Court of Indiana filed on behalf of Patricia McQueeney.

Respectfully submitted,

/s/ _____

John Robert Van Winkle
FREE, BRAND, TOSICK,
VAN WINKLE & ALLEN
Attorney for Respondents

APPENDIX "A"

IN THE

Hancock Circuit Court

STATE OF INDIANA)		
) SS:	CAUSE NO. 37864	
COUNTY OF HANCOCK)		
PATRICIA McQUEENEY	)	
vs.	)	FILED
	)	IN HANCOCK CIRCUIT COURT
MAX GLENN, as an individual	)	Oct 19 1978
and as Superintendent of	)	Shirley Riddle
the Greenfield-Central	)	CLERK
School Corporation, and	)	
GREENFIELD-CENTRAL	)	
COMMUNITY SCHOOL	)	
CORPORATION	)	

COURT'S FINDINGS OF FACT, CONCLUSIONS OF LAW, AND JUDGMENT DENYING INJUNCTION

I.
FINDINGS OF FACT

This matter came for hearing on plaintiff's complaint for a preliminary injunction on August 14, 1978; evidence was concluded on September 26, 1978; and the parties having stipulated to consolidate the evidence submitted herein on the preliminary injunction for the evidence on the trial of the merits of plaintiff's complaint for a permanent injunction, the Court, in accordance with Trial Rule 65(D), finds as follows:

1. Plaintiff, Patricia McQueeney, is a citizen of the

United States and was a public employee having been employed as a general office secretary for seven (7) years by the Greenfield-Central Community School Corporation prior to March 3, 1978.

2. The Greenfield-Central Community School Corporation received federal funds, as well as funds from the State of Indiana.

3. The Greenfield-Central Community School Corporation is and was on March 3, 1978, a "person" under 42 U.S.C. §1983.

4. Pat McQueeney worked for several years as secretary to Keith Davis who was Assistant Superintendent of Schools.

5. The plaintiff satisfactorily performed her duties as described in the school corporation's "Job Description Handbook," as well as other duties periodically assigned to her.

6. No central office employee of the school corporation had been discharged by the Superintendent or the School Board for a period of eighteen (18) years prior to March 3, 1978.

7. Dr. Max Glenn was appointed Superintendent of Schools in July of 1975.

8. There were no problems in the working relationship between Max Glenn and Keith Davis or Max Glenn and Patricia McQueeney in the fall semester of 1975.

9. Frictions or problems developed in the relationship between Max Glenn and Keith Davis in the spring semester of 1976.

10. Patricia McQueeney observed this friction and problems and was upset by what she considered to be unprofessional and ill treatment of Keith Davis by Max Glenn.

11. During the tenure of her employment with the Greenfield-Central Community School Corporation, Patricia McQueeney was the wife of and married to Jack McQueeney.

12. In September of 1976, Jack McQueeney filed an application to stand for election from District 4 to the School Board of the Greenfield-Central Community School Corporation.

13. In November 1976, Jack McQueeney was elected to the School Board of the Greenfield-Central Community School Corporation.

14. On July 1, 1977, Jack McQueeney became an acting member of the School Board of the Greenfield-Central Community School Corporation.

15. For the past several years, the Greenfield-Central Community School Corporation has had in its employ persons related by blood or marriage including husbands and wives, wherein one spouse served in an administrative capacity while the other spouse served in a non-decision making capacity for such school system.

16. In a seventeen-year period prior to March 3, 1978, no spouses of administrative employees or board members were discharged due to their marital status or for alleged "conflict of interest.".

17. It had been the past practice of the Greenfield-Central Community School Corporation for several years prior to March 3, 1978, to provide employees who had failed to perform their duties satisfactorily with a conference with an administrator principal of the school system; and in such conference, the employee would be informed of any deficiencies in work performance, provided a period of time to correct such deficiencies (usually thirty days); and if such deficiencies in the employee's work performance were not corrected within said period of time, then the employee was given the option to resign or have the question of the employee's discharge presented to the School Board for action.

18. The aforesaid past practice concerning discharge of employees was not followed in the matter of the discharge of Patricia McQueeney.

19. For a period of at least one (1) year prior to March 3, 1978, the Superintendent, Max Glenn, submitted other questions of employee discharge to the School Board for action.

20. The School Board of the Greenfield-Central Community School Corporation was the employer of Patricia McQueeney.

21. In the spring semester of 1976, Patricia McQueeney spoke with a school board member, Sally Cone, about what she considered to be the unprofessional and ill treatment of Keith Davis by Max Glenn.

22. Sally Cone reported the conversation she had had with Patricia McQueeney to Max Glenn; and Max Glenn was able to surmise that it had been with Patricia McQueeney and Sally Cone confirmed that fact to Max Glenn.

23. In the spring semester of 1976, Max Glenn gave the school board his opinion that Keith Davis should be transferred to one of the schools and in June of 1976 the school board transferred Keith Davis.

24. Patricia McQueeney had no written contract of employment.

25. There was a job description handbook made up by the school corporation which described the job of general office secretary as being one in which the person worked nine and one-half (9½) months of the year.

26. Patricia McQueeney was loyal to, fond of, and had great respect for Keith Davis.

27. When Patricia McQueeney returned to work in the fall semester of 1976, her attitude toward Max Glenn had changed.

28. When Patricia McQueeney returned to work in the fall semester of 1976, she did the work assigned her adequately; but she displayed bitterness toward Max Glenn.

29. Problems or friction in the working relationship between Max Glenn and Patricia McQueeney began to develop in the fall semester of 1976.

30. Jack McQueeney made no public statements critical of Max Glenn during the fall semester of 1976 or until he took office in June of 1977.

31. Patricia McQueeney was bitter about the demotion of Keith Davis and this bitterness was apparent in the fall of 1976 and it affected the working relationship between Max Glenn and Patricia McQueeney and coolness developed in the relationship as a result of this bitterness; and the coolness gradually got worse as time went on.

32. At least five of the members of the school board in December of 1976 were of the opinion that Patricia McQueeney should not work in the central office since her husband was elected to the school board.

33. In December of 1976, the members of the school board met with Jack McQueeney and at least three of those members stated their opinion that Patricia McQueeney should not work in the central office since her husband had been elected to the school board; and a transfer was suggested at that time.

34. Both Patricia McQueeney and Jack McQueeney informed the board member or members that they did not see any problem or conflict with Patricia McQueeney working in the central office and that they would take a transfer "personally."

35. At least three of the members of the board at that time, in December of 1976, instructed or told Dr. Max Glenn that he was to deal with the central office personnel matter as he saw fit.

36. In July of 1977, Jack McQueeney and Dr. Robert Erwin assumed their duties as board members.

37. After July 1977, the new board consisting of Jack McQueeney, Sally Cone, John Whisler, Richard Elsbury

and Dr. Robert Erwin met and the subject of Patricia McQueeney being in the central office was again discussed.

38. In that meeting, Sally Cone, John Whisler, Richard Elsbury and Dr. Robert Erwin each gave their opinion that Patricia McQueeney should not be in the same office as Max Glenn; and those four instructed or told Max Glenn that the situation was his to deal with and that he should handle it as he saw fit.

39. In that meeting, Jack McQueeney said that he did not see any necessity for Patricia McQueeney to be moved out of the central office.

40. In September of 1977, Dr. Gene Denisar, the Assistant Superintendent, at the direction of Dr. Max Glenn, met with Patricia McQueeney and told her that she was needed at Harris Elementary School to assist the librarian there.

41. Patricia McQueeney refused to be transferred to Harris Elementary.

42. Patricia McQueeney told Jack McQueeney about the meeting with Dr. Denisar about the Harris transfer; and Jack McQueeney arranged a meeting between himself and Max Glenn about the transfer that very day.

43. Jack McQueeney told Max Glenn his desire or opinion that Patrician McQueeney should not be transferred out of the central office.

44. Dr. Denisar left the school corporation in September of 1977.

45. From September 1977 through March 3, 1978, Jack McQueeney privately and publicly criticized the policies and performance of Max Glenn as Superintendent of the Greenfield-Central Community School Corporation.

46. Patricia McQueeney told Robert Rodocker, a principal in the school system, in October of 1977 that although it was not meant as a threat to him, some other principals had better shape up or they would be out of a job.

47. Robert Rodocker reported this conversation to Max Glenn.

48. The friction and problems between Max Glenn and Patricia McQueeney adversely affected the working atmosphere in the central office.

49. After Jack McQueeney began to make both public and private criticism of Max Glenn and of Max Glenn's performance as Superintendent of Schools, the relationship between Max Glenn and Patricia McQueeney became progressively worse to the extent that during the period of several months prior to the discharge, the defendant Max Glenn ignored the plaintiff when she was in his presence, displayed hostility towards her and severed communications seven months prior to her discharge. Such conduct of the defendant Max Glenn occurred after Jack McQueeney became an acting school board member and after he began criticizing the performance and policies of Max Glenn.

50. In February 1978, the defendant Max Glenn caused a newspaper advertisement to be placed in a newspaper of general circulation in the community of Greenfield, Indiana, which advertised a secretarial job opening calling for generally the same duties as those described in the plaintiff's job description entitled "general office secretary."

51. Toni Tschabold was hired at an hourly rate higher than Patricia McQueeney and worked in the central office doing secretarial work for Dr. Max Glenn.

52. Prior to January 1, 1978, Max Glenn had notified all school board members of executive meetings.

53. Beginning in January 1978, Max Glenn stopped notifying Jack McQueeney of such executive board meetings and delegated that task to be done by the Superintendent's secretary, Martha Zumwalt.

54. Prior to the discharge, the defendant Max Glenn attempted to transfer Mrs. McQueeney from her job as a

general office secretary to the position of assistant librarian, which position of assistant librarian involved lesser responsibilities, benefits and wages; and said Superintendent reassigned the plaintiff's work so that she did not have sufficient work to keep her busy and also hired "extra labor" to perform many of her assigned responsibilities.

55. An executive session was scheduled for the board by Max Glenn for March 2, 1978, and the agenda for that executive meeting stated it was to discuss "personnel matters."

56. Max Glenn informed the board at the executive session that unless there was any objection, he intended to move Patricia McQueeney out of the central office. Only Jack McQueeney objected.

57. The major issues which Jack McQueeney raised at the March 2, 1978, board meeting concerned the advertisement for a secretary, which he knew to be related to his wife's job.

58. Plaintiff had no notice prior to March 3, 1978, that she would be discharged.

59. Patricia McQueeney was called in on March 3, 1978, by Max Glenn and in the presence of Ron Myers was informed that her job in the central office was terminated and that she could turn in her keys now or take a two-week vacation during which time a transfer to one of the schools would be explored.

60. Patricia McQueeney opted to turn in her keys and did so by having her husband deliver them to Max Glenn on March 6, 1978.

61. At the first board meeting following March 3, 1978, the board passed a resolution stating that the actions of Max Glenn were done in good faith.

62. The Board ratified the actions of Max Glenn.

63. The actions of Max Glenn in discharging Patricia McQueeney were approved by the Board of Trustees of the Greenfield-Central Community School Corporation after March 3, 1978.

64. There are no written minutes of the Board of Trustees of the Greenfield-Central Community School Corporation which show that the Board voted for or approved the transfer or discharge of Patricia McQueeney between July 1, 1975, and March 3, 1978.

65. There are no written minutes of the Board of Trustees of Greenfield-Central Community School Corporation which show that the Board voted for or approved the delegation of authority to Max Glenn to discharge non-certified employees without Board approval between July 1, 1975, and March 3, 1978.

66. There is no reference in the minutes of the Board of Trustees of Greenfield-Central Community School Corporation between July 1, 1975, and March 3, 1978, as to any action by the Board to change past practices for the discharge of non-certified employees.

II.
CONCLUSIONS OF LAW

The Court having entered its foregoing Findings of Fact, now enters the following Conclusions of Law thereon.

1. This Court has jurisdiction over the parties and the subject matter of this action.

2. The plaintiff did not sustain the burden of proving that she had an implied contract of employment with the defendant Greenfield-Central School Corporation. The "Job Description Handbook" of the defendant school corporation which describes the job of general secretary as a nine and one-half (9½) month job was merely descriptive of the position and did not constitute a contract for a period of nine and one-half (9½) months.

3. The plaintiff, Patricia McQueeney, was an employee at will of the defendant Greenfield-Central Community School Corporation; and her employment was terminable without cause so long as it was not terminated for a reason which was constitutionally impermissible or in violation of any statutory or common law right.

4. Under the law of the State of Indiana, plaintiff, Patricia McQueeney, had not proprietary interest in the right of continuing employment by the defendant school corporation, since she had neither an express or implied contract of employment, and under State law was an employee at will.

5. The plaintiff did not sustain her burden of proof that she was wrongfully discharged on March 3, 1978.

6. The School Board ratified the acts of Max Glenn taken in the March 3, 1978, meeting he had with plaintiff, Patricia McQueeney.

7. The plaintiff did not sustain her burden of proof that her discharge was arbitrary, capricious, and unreasonable.

8. Although the criticism of Max Glenn and performance as Superintendent of the Schools by plaintiff's husband, Jack McQueeney, as a member of the School Board, may have contributed to the decision to discharge the plaintiff, the plaintiff did not prove by a preponderance of the evidence that she would not have been discharged had it not been for the statements of her husband; and in fact, the evidence showed that the School Board had considered the matter of the replacement of the plaintiff in the position of general secretary in the central office of the school corporation prior to the time plaintiff's husband took office as a member of the School Board and prior to his making any criticism of the Superintendent.

9. As an employee at will, plaintiff was not entitled to any notice of her dismissal, or to any hearing, or statement of reasons.

10. Plaintiff did not sustain her burden of proof that her discharge deprived her of procedural due process of law.

11. Plaintiff did not sustain her burden of proof that her discharge deprived her of the right to substantive due process of law.

12. Plaintiff did not sustain her burden of proof that her discharge was made in retaliation to her husband's exercise of his right to free speech.

13. Plaintiff did not sustain her hurden of proof that her discharge did deprive her of her right of free speech or right of association.

14. Plaintiff did not sustain her burden of proof that her discharge was made in bad faith.

15. The discharge of the plaintiff was not motivated by any constitutionally impermissible consideration or reason, nor was her discharge in violation of any statutory, common law, or contractual right.

16. The plaintiff has not been deprived of liberty or property without due process of law, either procedural or substantive due process.

17. The evidence did not show that the plaintiff is entitled to a preliminary or permanent injunction ordering reinstatement to her former employment.

18. The law is with the defendants; and plaintiff's request for a preliminary and permanent injunction ordering the defendant Greenfield-Central Community School Corporation to reinstate the plaintiff, Patricia McQueeney, as a nine and one-half (9½) month central office general secretary as prayed for in her complaint, and her request for a preliminary and permanent injunction should be denied.

III.
JUDGMENT

The Court having entered its Special Findings of Fact and Conclusion of Law, now enters its Judgment thereon as follows:

THEREFORE, IT IS CONSIDERED, ORDERED, ADJUDGED, AND DECREED by the Court that the plaintiff's application and prayer for a preliminary and permanent injunction ordering the defendant Greenfield-Central Community School Corporation to reinstate plaintiff to her former position as general secretary in the central office of such school corporation, together with all fringe benefits, is hereby denied, and judgment is entered in favor of the defendants and against the plaintiff on plaintiff's application and prayer for preliminary and permanent injunction.

ALL OF WHICH IS CONSIDERED, ORDERED, ADJUDGED, AND DECREED by the Court this 19th day of October 1978.

/s/ Wesley W. Ratliff, Jr.
Wesley W. Ratliff, Jr.
Special Judge

I hereby certify that copies of the above and foregoing Special Findings of Fact, Conclusions of Law, and Judgment were mailed or delivered to Donald Foley, attorney for plaintiff; and to John W. Van Winkle, attorney for defendants, this ___ day of October 1978.

Clerk

CERTIFICATION

I, Majorie H. O'Laughlin, Clerk of the Supreme Court and Indiana Court of Appeals do hereby certify that the above and foregoing is a full true, complete and correct copy of the original Record of Proceedings 1-379A100 as the same appears upon the record of said court, and in my custody as Clerk.

In testimony Whereof I have hereunto subscribed my name and affixed the Seal of Said Court this 28 day of October, 1980.

/s/ Marjorie H. O'Laughlin, Clerk
By /s/ Carol A. McGowan, Deputy